


J. Craig Whitley
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re:	§	
	§	CHAPTER 7 CASE
POWER HOME SOLAR, LLC,	§	
	§	CASE NO. 22-50228
Debtor.	§	

**STIPULATED ORDER REJECTING LEASE OF NON-RESIDENTIAL
REAL PROPERTY AND MODIFYING AUTOMATIC STAY**

Jimmy R. Summerlin, Jr. (the “Trustee”) in his capacity as trustee of the estate of Power Home Solar, LLC d/b/a Pink Energy (the “Debtor”) hereby enters into this stipulation with STARLING HOLDINGS, LLC (“Landlord”) with regard to the non-residential real property (the “Premises”) described in the attached Stipulated Agreement (the “Agreement”) and requests that the Court enter this order (the “Stipulated Order”) in accordance herewith and represent and agree as follows:

RECITALS

WHEREAS, on October 20, 2022 the Trustee entered into the Agreement with Landlord to provide for the stipulated rejection of the Debtor’s Lease of the Premises, pursuant to Section 365 of the Bankruptcy Code, effective as of 4:16 p.m. on October 7, 2022 (the “Petition Date”)

and granting Landlord relief from the automatic stay imposed by Section 362 of the Bankruptcy Code to allow Landlord to retake possession of the Premises; and

WHEREAS, the Premises is vacant and, in the Trustee's business judgment, the Premises is not necessary to the administration of the Debtor's estate and is not necessary to an effective reorganization.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, AND PURSUANT TO THE TERMS OF THE AGREEMENT, IT IS HEREBY STIPULATED AND AGREED AND UPON COURT APPROVAL HEREOF, IT IS ORDERED THAT:

1. Upon approval of this Stipulated Order by the Bankruptcy Court and subject to the terms, releases, and waivers set forth in the Agreement, the Lease of the Premises is and shall be deemed as rejected pursuant to Section 365 of the Bankruptcy Code effective as of the Petition Date.

2. Upon approval of this Stipulated Order by the Bankruptcy Court and subject to the terms, releases, and waivers set forth in the Agreement, Landlord is granted relief from the automatic stay imposed by Section 362 of the Bankruptcy Code and shall be immediately entitled to retake possession of the Premise and to relet the same.

3. This Court shall retain jurisdiction to interpret and construe this Stipulated Order.

Continued on the following page.

4. Pursuant to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and notwithstanding any other provision of the Bankruptcy Rules, this Order shall be effective immediately upon entry.

Consented and stipulated to by the Trustee:

YOUNG, MORPHIS, BACH & TAYLOR, LLP

By: /s/ Jimmy R. Summerlin, Jr.

Jimmy R. Summerlin, Jr.

Post Office Drawer 2428

Hickory, NC 28603

Telephone: (828) 322-4663

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Attorney for the Chapter 7 Trustee

*This Order has been signed electronically.
The Judge’s signature and the Court’s seal
appear at the top of this Order.*

United States Bankruptcy Court

**STIPULATED AGREEMENT TO REJECT LEASE
AND GRANT OF RELIEF FROM STAY**

This Agreement is made the 20th day of October, 2022, by the between JIMMY R. SUMMERLIN, JR., in his capacity as Chapter 7 Trustee (the “Trustee”) for Power Home Solar, LLC d/b/a Pink Energy (the “Debtor”) and STARLING HOLDINGS, LLC (“Landlord”), concerning the premises described below (the “Premises”):
6377 Morenci Trail, Indianapolis, Indiana

WHEREAS, prior to the Petition Date (4:16 p.m. EST, October 7, 2022), the Debtor and Landlord entered into a certain lease agreement, as the same may have been amended from time to time (collectively, the “Lease”) wherein the Debtor lease the Premises from the Landlord; and WHEREAS, the Premises has now been vacated and the Landlord desires to retake possession thereof for the purposes of reletting the Premises to other parties; and

WHEREAS, the Trustee and the Landlord, have mutually agreed, subject to the terms of this Agreement to the rejection and termination of the Lease and the grant of relief from stay to the Landlord. The Trustee and the Landlord agree as follows:

1. The terms of this Agreement shall be and remain subject to the approval of the United States Bankruptcy Court in the Debtor’s bankruptcy case. Landlord shall take no action with respect to the Premises until such approval has been obtained.
2. Upon approval of this Agreement, the Lease of the Premises is and shall be deemed as rejected pursuant to Section 365 of the Bankruptcy Code effective as of the Petition Date. In exchange for the consents granted herein to expedite Landlord’s retaking of the Premises, Landlord expressly waives any and all claims for rent and/or other expenses and costs relating to the period beginning on the Petition Date and continuing through the Landlord’s repossession of the Premises. Landlord expressly retains the right to file a proof of claim for any pre-Petition Date rent, costs, or other expenses relating to the Lease.
3. Upon approval of this Agreement, Landlord is granted relief from the automatic stay imposed by Section 362 of the Bankruptcy Code and shall be immediately entitled to retake possession of the Premise and to relet the same. The 14 day waiting period set forth in Fed. R. Bankr. Proc. Rule 4001(a)(3) shall not apply.

4. If and in the event Landlord discovers any equipment, inventory, fixtures, furnishings, vehicles or other personal property (collectively, the "Debtor's Assets") of the Debtor on, at, in, or about the Premises, Landlord agrees to secure such Debtor's Assets and to notify the Trustee of the nature and whereabouts of such Debtor's Assets as soon as reasonably practical.

LANDLORD:


STARLING HOLDINGS, LLC

Signed: 

Print Name: LIMOSAM CROSS

Title: PRESIDENT

TRUSTEE:

Signed: 

Jimmy R. Summerlin, Jr., Chapter 7 Trustee

In re Power Home Solar, LLC d/b/a Pink Energy

W.D.N.C. Bankr. Case No. 22-50228